

# **COLLECTIVE AGREEMENT**

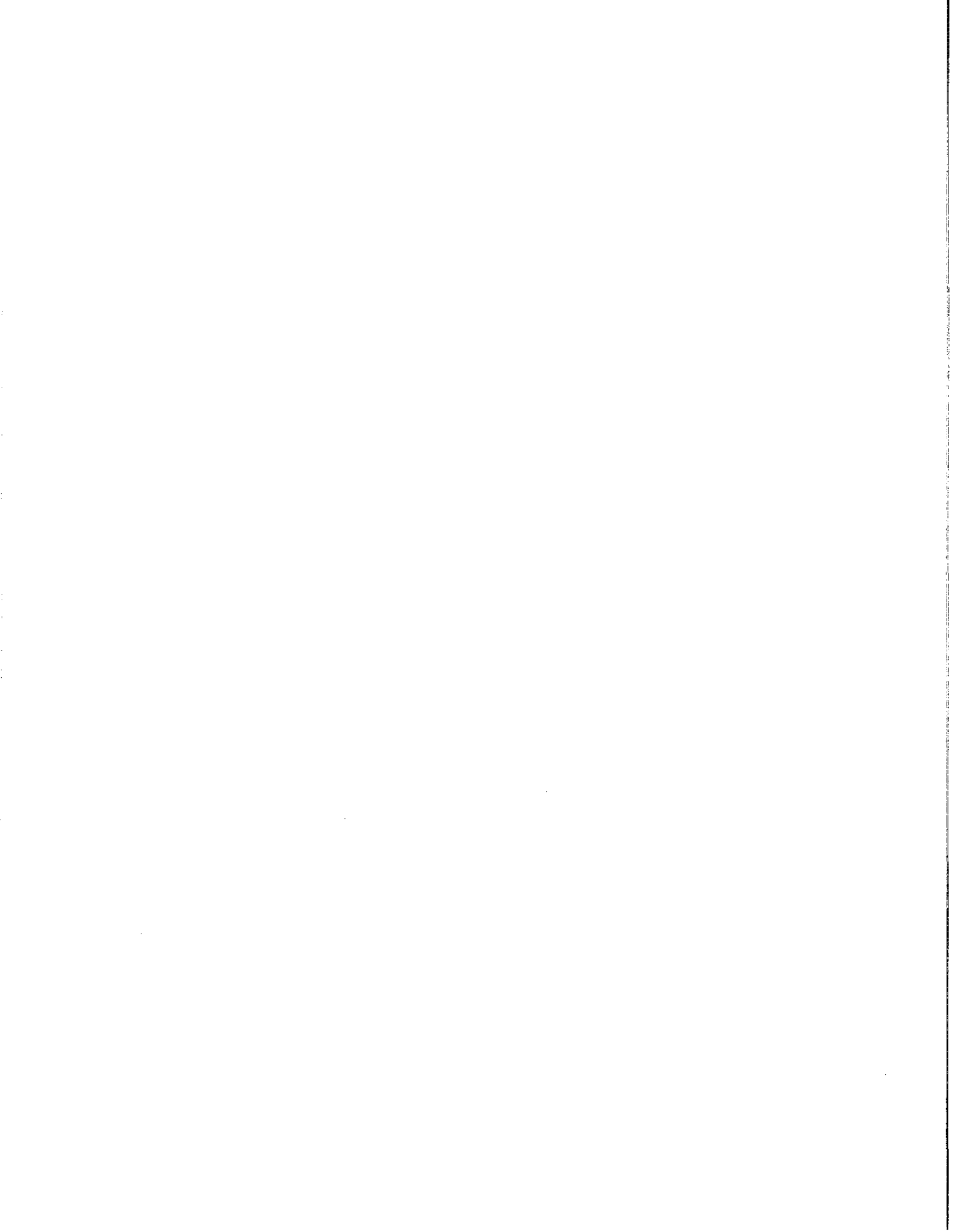
**BETWEEN**

**THE CORPORATION OF THE VILLAGE OF CLINTON**

**AND**

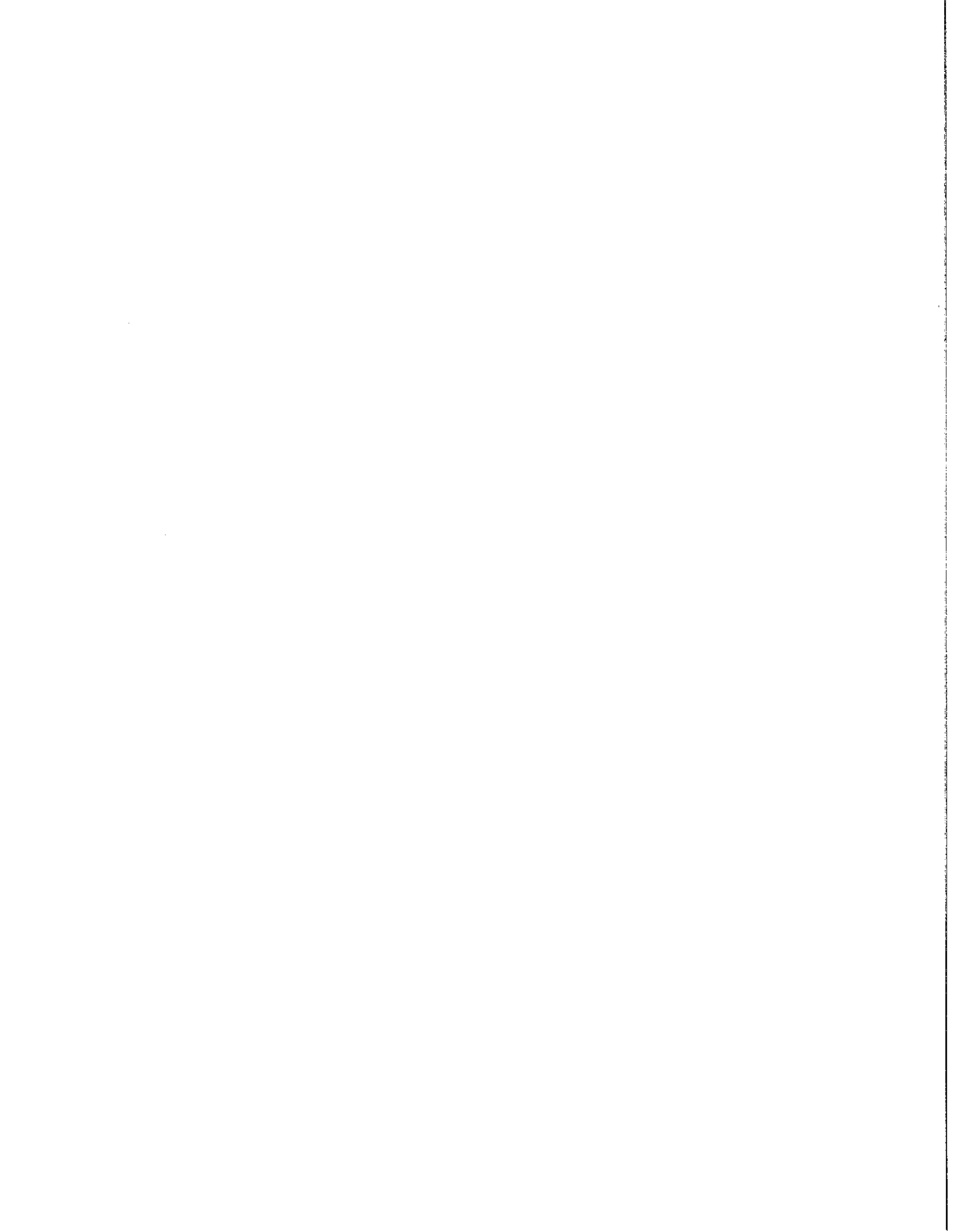
**THE CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 900**

**EFFECTIVE: JANUARY 1, 2016 – DECEMBER 31, 2018**



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**EFFECTIVE:           JANUARY 1, 2016 TO DECEMBER 31, 2018**

**BETWEEN:           THE CORPORATION OF THE VILLAGE OF CLINTON,**  
A body corporate under the provisions of the "Municipal Act"  
Of the Province of British Columbia,

(hereinafter called the "Employer")

**PARTY OF THE FIRST PART**

**AND:                 THE CANADIAN UNION OF PUBLIC EMPLOYEES,**  
**LOCAL NO. 900,**  
Chartered by the Canadian Union of Public Employees  
And affiliated with the Canadian Labour Congress,

(Hereinafter called the "Union")

**PARTY OF THE SECOND PART**

**ARTICLE 1:           PREAMBLE**

WHEREAS it is the desire of both parties to this agreement:

1. To maintain the existing harmonious relations and settled conditions of employment between the Employer and the Union.
2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work, and scale of wages, etc.
3. To encourage efficiency in operation.
4. To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

NOW THEREFORE, the parties hereto agree as follows:

The Union agrees that the Employer has the right and responsibility to manage the affairs of the Village including but not limited to the following insofar as they do not contravene the terms of the agreement.

1. To plan, direct and control operations, to determine the methods, procedures, equipment and other matters concerning Village operations, to determine the location of facilities and the extent to which these facilities or parts thereof shall operate.
2. Subject to the grievance procedure, to hire, promote, demote, classify, transfer, assign and layoff of employees and discipline, suspend, and discharge employees for just cause, and to retire an employee at the prescribed retirement age as in the Public Sector Pensions' Plan Act. A claim that an employee has been disciplined, suspended or discharged without just cause may be the subject of a grievance procedure hereinafter described.

3. The selection of supervisors shall be entirely a matter for the Employer's decision.
4. To make and alter from time to time rules and regulations to be observed by all employees.
5. It is expressly understood that all such rights and responsibilities are not specifically covered by this agreement shall remain the exclusive rights and responsibilities of the Employer.

**ARTICLE 2: UNION RECOGNITION**

1. The Employer recognizes the Union as the exclusive representative, for the purpose of conducting collective bargaining regarding rates of pay, hours of work, and all other working conditions of employees by this agreement.

And the Employer will continue to recognize the Union as long as the Union retains its right to conduct collective bargaining on behalf of such employees under the law.

2. It is further agreed that, except for incidental or emergent situations and except employees of a bona fide contractor who are not in a bargaining unit for which the Union is certified, any person whose classification is not covered by the agreement shall not perform work that is normally done by those employees who are deemed to be within the bargaining unit for which the union is certified.
3. The exception of Article 2 Section 1 and 2 above has been recognized in the Memorandum of Understanding attached to the Agreement as Schedule "C".

**ARTICLE 3: NO DISCRIMINATION**

1. The Employer, its servants and agents agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, discipline or discharge by reason of their membership or activity in a labour union.
2. The Employer and Union agree that all employees have the right to work without sexual harassment. Any complaint by any employee alleging sexual harassment will be dealt with in the Grievance Procedure and will commence at Step 3 as outlined in Article 11.

**ARTICLE 4: UNION SECURITY**

1. All Employees to be Members  
All employees of the Employer covered by this Agreement who are deemed to be in the bargaining unit for which the Union is certified, as a condition of continuing employment, shall become and remain members in good standing of the Union. All future employees of the Employer who are deemed to be in the bargaining unit for which the Union is certified shall, as a condition of continual employment, become and remain members in good standing in the Union within thirty (30) days of the employment with the Employer.

**ARTICLE 5: CHECKOFF OF UNION DUES**

- 1. The Employer agrees to the compulsory check off of all Union dues and assessments as established by the Union in accordance with its Constitution and/or Bylaws, as a condition of employment. Said dues to be paid and deducted monthly and forwarded to the Union Treasurer with a list of those paying dues, and the amount each pays.
- 2. In accordance with Article 4 of this agreement the employee shall sign a Union dues check off card in the following form:

"I, the undersigned, hereby authorize and request my employer

\_\_\_\_\_

To deduct from my salary the appropriate initiation fee, and once each month, an amount equal to the current monthly dues and/or assessments as established from time to time by Local No. 900."

The money thus deducted is to be remitted monthly to the Treasurer of the Local, who will keep the management advised of the total amount of my above mentioned deductions to the Union.

(Signature of the Employee)

\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

**ARTICLE 6: NEW EMPLOYEE FAMILIARIZATION**

- 1. The Employer and the Union Local Unit Chairman agrees to acquaint new employees with the fact that an agreement between the parties is in effect and with the conditions of employment set out in Articles 4 and 5 dealing with Union Security and Dues Check off.
- 2. Wherever the singular or the masculine is used in this agreement, it shall be considered as if the plural or the feminine has been used where the context of the party or parties hereto so require.

**ARTICLE 7: LABOUR MANAGEMENT NEGOTIATIONS**

- 1. Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than three (3) members of the Employer, as appointees of the Employer, and not more than three (3) members of the Union as appointees of the Union. The Union shall advise the Employer of the Union nominees to the Committee.

- 2. Representatives for Bargaining

The Union and the Employer shall have the right at any time to have the assistance of a representative when dealing or negotiating.

3. Meeting of the Bargaining Committee

If either party wishes to call a meeting of the Committee: the meeting shall be held at a time and place fixed by mutual agreement. Such meeting shall be arranged within ten (10) calendar days after the request has been made.

4. Function of Bargaining Committee

The Bargaining Committee shall meet to discuss the renewal of the collective agreement or any other matters which may be referred to it under the terms of this agreement.

5. Time Off for Meetings

Any representative of the Union on this Bargaining Committee, who is in the employ of the Employer, shall have the privilege of attending meetings of the Committee held within working hours without loss of remuneration. This attendance shall not disrupt the normal operation of the Employer and the employee shall be paid only when attending negotiating sessions between the Employer and the Union.

6. Labour-Management Committee

There shall be a joint Labour-Management Committee established to discuss and review matters of concern affecting either party. Meetings of this Committee shall be held when required. Such meetings will be during normal working hours and the Union participants shall suffer no loss in pay for attending the meetings.

**ARTICLE 8: SENIORITY**

1. Permanent Full-Time Employees

Permanent full-time employees are those who are regularly scheduled to work on a full-time basis of 40 hours per week for public works employees and 35 hours per week for Office staff. Permanent full-time employees are entitled to all benefits of this Agreement except while serving the probationary period.

2. Casual/Temporary/Seasonal Employees

Casual/Temporary/Seasonal employees are those who are hired on a temporary basis for a specific assignment of up to twelve (12) months and are paid an hourly rate on an intermittent basis.

Casual/Temporary/Seasonal employees shall be entitled to regular wage levels for their duties as listed in Schedule "A" of this Agreement. Casual/Temporary/Seasonal employees are not eligible for employee benefits other than Holidays (Article 15) and Vacations (Article 16) of the Agreement.



### 3. Seniority List

- a. Seniority is defined as the length of service in the bargaining unit. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the workforce and recall, as set out in other provisions of this agreement.

Seniority shall operate on a bargaining unit-wide basis.

- b. The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

### 4. Seniority for New Employees

Newly hired employees shall be considered on a probation basis for a period of three (3) months from date of hiring. After satisfactory completion of the probation period, seniority shall be effective from the original date of employment.

### 5. Seniority During Absence

If an employee is absent from work because of sickness, accident or leave of absence approved by the Employer, they shall not lose seniority rights until a period of twelve (12) months have elapsed. Thereafter any extension may only be granted with the consent and agreement of the parties hereto.

An employee shall lose seniority in the event:

- a. They are discharged for just cause and are not reinstated
- b. They resign in writing and they do not withdraw the resignation within two (2) days.
- c. They are absent from work in excess of three (3) working days without notifying the Employer unless such notice was not reasonably possible.
- d. After a layoff, they fail to return to work within three (3) calendar days, after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address.
- e. After a layoff of twelve (12) months an employee shall be struck off the seniority list.
- f. An employee who loses seniority rights shall also lose job rights.

### 6. Seniority During Transfers to Supervisory Positions

If an employee is transferred to a supervisory position or any other position not covered by this agreement, they shall retain their seniority in the position from which they were transferred.

After sixty (60) days, the affected employee shall decide to remain in the supervisory position or return to the bargaining unit.

If the employee remains in the supervisory position, then all seniority rights are eliminated.

**ARTICLE 9: LAYOFFS AND REHIRING**

1. Layoffs and Rehiring Procedure

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in reverse order of their seniority, provided that those employees retained are qualified to do the work.

Employees shall be recalled in order of their seniority, provided they are qualified to do the work. Provided also that in the case of layoffs the Union agrees that where the next junior employee is retained, to complete a job in progress, the retaining of their services for a period not exceeding five (5) working days shall not be considered a violation of the agreement and provided that employees laid off have not been doing similar work.

2. Notice of Layoff

The Employer shall notify employees with seniority rights who are to be permanently laid off thirty (30) working days before layoff is to be effective.

The provision of this clause shall not apply because of temporary suspension of work due to inclement weather or emergency conditions beyond the control of the Employer.

The Employer shall notify employees with seniority rights who are to be temporarily laid off five (5) working days before layoff is to be effective.

Temporary layoff for purposes of this clause is to mean no more than two (2) months.

This clause does not include the layoff of those employees hired for a specified period of time. Such employees shall be given five (5) days notice of layoff.

Layoffs for these employees may extend beyond two (2) months.

3. Continuation of Benefits

In cases of temporary layoffs the Employer agrees to maintain the payment of its share of the monthly premium to the approved Medical Plan for a maximum period of three (3) months in any contract year providing that the employees contribute their own share during the period of such layoff.

**ARTICLE 10: PROMOTIONS AND STAFF CHANGES**

1. Job Postings

Prior to filling any staff changes or promotions covered by the terms of this agreement, the Employer shall post notice on all bulletin boards for a minimum of three (3) working days in order that all members will know about the position and be able to make written application.

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, ability and skills, shift, wage and salary rate or range. The Employer agrees where possible to notify employees who may be absent due to sickness, vacation or leave of absence, of all job postings.

2. Method of Making Appointments

In making staff changes, the appointment shall be made of the applicant senior in service, and having the required qualifications, fitness and ability. Conditional on satisfactory service, such trial promotion shall become permanent after the period of sixty (60) days. In the event the successful applicant proves unsatisfactory in the position during the trial period, they shall be returned to their former position without loss of seniority or previous salary, and any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority and previous salary. The successful applicant shall be transferred to their new position within five (5) working days following their appointment.

3. Job Training Program

The Employer agrees, wherever practical to provide an opportunity for employees to receive on the job training to facilitate qualification for promotion, in the event of a vacancy in a position senior to their own.

**ARTICLE 11: GRIEVANCE AND ARBITRATION PROCEDURE**

1. The Employer acknowledges the right of the Union to appoint, or otherwise select, a Grievance Committee of up to two (2) members. The personnel of such committee shall be communicated to the Employer.
2. Should a dispute arise between the Employer and any employee regarding the interpretation, meaning, operation or application of this agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, or should any other dispute arise, an earnest effort shall be made to settle the dispute in the following manner:
  - a. Step 1  
If the Grievance Committee of the Union considers the grievance to be justified, the employee concerned, together with a member of the Grievance Committee, shall first seek to settle the dispute with the Administrator within fourteen (14) days after the alleged grievance has arisen. The Administrator shall reply to the grievance within fourteen (14) days.
  - b. Step 2  
Failing agreement being reached in Step 1, application shall be made to the Management Committee in writing, stating the grievance concerned and a hearing shall be arranged by the Management Committee within ten (10) days following the application.

c. Step 3

Failing satisfactory settlement within at least ten (10) days after the dispute was first discussed by Council; either party may refer the dispute to a Board of Arbitration.

Upon the establishment of a Board of Arbitration the Employer shall appoint one member of this Board, the Union shall appoint one member to this Board, and these two appointees shall agree upon a Chairman, the Minister of Labour shall appoint a Chairman. The report of this Board of Arbitration shall be final and binding to the parties but shall not have the power to change the terms of the agreement.

3. All replies to grievances shall be in writing at all stages
4. The Employer shall supply the necessary facilities for the grievance meetings.
5. The time limits fixed in the grievance procedure may be extended by the consent of the parties to this agreement.
6. At any stage of the grievance procedure, the parties may have the assistance of the employee(s) concerned as witnessed and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.
7. By mutual agreement, the parties may agree to the use of a Sole Arbitrator, who shall be governed by the terms of this Article.

**ARTICLE 12: DISCHARGE AND SUSPENSION**

1. A regular employee may be suspended or dismissed only for just cause and only upon the authority of the Employer.

Just cause shall not include the refusal of an employee to cross the picket line of a legal strike. All essential services of the Employer will be maintained.

2. An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 11.
3. Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in their former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next preceding such discharge or suspension, or by other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration if the matter is referred to such a Board.
4. The Employer agrees all employees will have access to their personnel file. Any employee may respond in writing to any report on their personnel file, and such response will become part of the file.

**ARTICLE 13: HOURS OF WORK**

1. Hours

The normal workweek for hourly paid employees shall consist of five (5) eight (8) hour days per week. The normal work week for hourly paid office staff will be five (5) consecutive seven (7) hour days per week.

- 2. The hours of work for outside staff shall be eight (8) hours, to be worked between the hours of 6 a.m. and 6 p.m. The hours of work for office staff shall be seven (7) hours, to be worked between 8 a.m. and 5:30 p.m.
- 3. The Employer agrees to post the working schedule for employees and also any working schedule changes which may take place from time to time.
- 4. The Employer agrees to post the working schedule for regular employees at least three (3) calendar days in advance of the start of a new shift. A special shift shall be permitted for arena staff during the ice season, and for outside employees for emergencies or inclement weather. Normal repairs to, or normal maintenance of, Village facilities shall not constitute an emergency. This special shift will remain in effect only during the seasonal or emergency period.

5. Minimum Hours

In the event of an employee starting work in any day and being sent home without cause before they have completed eight (8) hours, they shall be paid for eight (8) hours.

In the event of stoppage or suspension of work due to inclement weather they shall be paid for four (4) hours. In the event that any employee reports to work but is sent home before commencing work, they shall be paid for four (4) hours at regular rates. This clause applies only to permanent employees.

6. Rest Periods

All employees shall be permitted a fifteen (15) minute rest period in both the first and second half of a shift.

7. Summer Hours

Summer hours may be implemented during the course of this agreement to comply with daylight savings time.

**ARTICLE 14: OVERTIME**

1. Overtime Rates on Weekdays

All time worked beyond the scheduled workday shall be deemed to be overtime. Overtime shall be paid for at the rate of time and one-half for the first two (2) hours work and double time thereafter, on normal shift days.

2. Any employee required to work on their first weekly day of rest shall be paid time and one-half for the first two (2) hours of work and double time thereafter.
3. Any employee required to work on their second weekly day of rest or on a statutory holiday, shall be paid double time for all hours so worked. This double time will be in addition to any statutory holiday pay to which they might be entitled.
4. Overtime rates shall not be paid more than once for the same hours worked.
5. No Layoff to Compensate for Overtime

Employees shall not be required to layoff regular hours to equalize any overtime worked.

6. Minimum Call Back Time

Every employee who is called out and required to work in an emergency outside their regular working hours shall be paid a minimum of two (2) hours at overtime rates. The word emergency means an instance where an employee does not receive notification during their regular working hours.

Where an emergency repair is affected and completed in less than two (2) hours the employee will be paid minimum of two (2) hours at overtime rates and allowed to go off duty. Should emergency repairs require more than two (2) hours all time worked will be paid at overtime rates until completion of emergency repairs.

7. Subject to the Employer's operational requirements, employees may consider paid time off in lieu of worked overtime. Time off will be only taken upon mutual agreement between the employee and the employer, provided that any unused banked time will be paid out once yearly at a time to be determined by the employer. Paid time off shall be provided at the same rate as applicable overtime rates.

**ARTICLE 15: HOLIDAYS**

1. Permanent full time employees shall after completion of thirty (30) days employment receive one day's pay for not working on the following holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia Day	Family Day

And any other proclaimed as a legal statutory holiday in British Columbia by the Federal or Provincial Governments as a holiday but not including any such proclaimed day which is proclaimed as a substituted holiday because the actual holiday fell on a weekend.

2. When a statutory holiday falls on a normal working non-working day and no other day is declared in substitution thereof, employees shall receive a day off work in lieu of the holiday, at their regular rate of pay; such day off to be taken at the discretion of the Employer. Should an employee not receive the day off in lieu, within thirty (30) days, they shall be paid for that day.

**ARTICLE 16: ANNUAL VACATIONS**

1. For the purpose of this Article, the calendar year shall be from January 1 to December 31, inclusive.

The word "service" in this section is construed to mean service with the Employer. All employees of the Corporation shall be entitled to annual vacations with pay as herein set forth:

- a. Employees who complete the years of service shown under column one shall have the number of days of annual vacation with pay during that year and subsequent years as provided in Article 16.5.
  - b. During their first calendar year of service, employees shall accumulate one (1) working day for each completed month of employment or major fraction thereof, to a maximum of ten (10) working days. Employees shall receive an annual vacation equivalent to the accumulated working days at the employees' regular rate of pay.
2. Vacations for all employees shall be taken at such time when quantity and regularity of production of the work of the Employer shall not be impaired, PROVIDED THAT the Employer shall endeavor to accommodate the employees in their desires regarding the times of their vacations.
  3. Vacation preferences shall be based on a list of employees ranked in descending order of seniority. Seniority will determine vacation days up to March 1, each year and then will be considered on the remaining outstanding time available. An employee cannot bump another employee if they have their holidays approved. All holidays must be taken as time off.
  4. An employee whose vacation entitlement is twenty (20) working days or more may carry a maximum of five (5) working days over into the succeeding vacation year, but the entire accumulated entitlement must be taken in the year following accumulation and according to the provisions of Article 16 of this agreement
  5. Length of Vacation  
Employees covered by this Agreement shall be entitled to holidays with pay each year. Such holidays to be provided after the following years' service and in the following amounts:

1 – 4 years	15 working days
5 – 8 years	20 working days
9 – 15 years	25 working days
16 – 24 years	30 working days

Employees with less than one year's service and have accumulated vacation time shall be paid out as per the Employment Standards Act.

6. Holidays During Vacation

If a statutory holiday falls or is observed during an employee's vacation period, they shall be granted an additional day's vacation for each holiday in addition to their regular vacation time.

7. Vacation Rates

Any employee who is eligible for a vacation under Article 16 with more than one (1) year seniority shall be paid at their regular rate of pay while on vacation.

8. Vacations for Part-Time Employees

An employee who works less than full time shall be paid for their vacation on each pay period as follows or as determined by the Employment Standards Act:

From 1 year to 5 years	4% of their annual earnings
From 6 to 10 years	6% of their annual earnings
From 11 to 15 years	8% of their annual earnings
From 16 years and up	10% of their annual earnings

**ARTICLE 17: SICK LEAVE PROVISIONS**

1. Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work by virtue of being sick or disabled.

2. Sick Leave & Illness in the Family

- a. Employees absent due to an illness or accident will be permitted up to twelve (12) days absence in a calendar year with full pay, non-accumulative.
- b. In the case of acute illness of an immediate member of the family who requires specialized medical care, where no one is at home other than the employee who can provide for the needs of the ill person, the employee will be entitled, at the discretion of the Employer, to make use of the twelve (12) days in 17.2 (a) above. Such days shall not accumulate from year to year. An immediate member of the family shall mean husband, wife, mother, father, brother, sister, step-mother, step-father, children of the employee, mother-in-law, father-in-law, grandparents, step-children, and foster children. Common Law marriages are considered, for this contract, to have the same status as a formal marriage.

3. Sick Leave Usage

If the amount of sick leave used by an employee in a given year is greater than the previous year, or if an unacceptable trend develops in the use of the employee's sick leave, a meeting shall be held between the Administrator, the Union National Representative and the affected employee. Such a meeting will attempt to resolve the outstanding issues and concerns and to develop a plan to improve attendance.



4. Proof of Illness

An employee shall after three (3) days absence due to illness, if required by the Employer, produce a certificate from a duly qualified medical practitioner certifying that such employee was unable to carry out their duties due to illness. If the doctor charges for a certificate the Employer shall reimburse any such charges on presentation of a paid receipt.

**ARTICLE 18: LEAVE OF ABSENCE**

1. For Union Business

The Employer agrees that, where permission has been granted by the Employer to representatives of the Union to leave their employment temporarily with respect to a grievance, they shall suffer no loss of pay for time so spent.

2. Union Conventions

Leave of absence up to a maximum of twenty (20) days, without pay and loss of seniority shall be granted upon request in writing to the Employer, to an employee elected or appointed to represent the Union at Union Conventions and a reply in writing will be given within three (3) days after such request has been made. One week's notice shall be given to the Employer.

3. Bereavement Leave

In the case of death in the family of a permanent employee on the seniority list, leave of absence with pay shall be granted for a period of four (4) consecutive days for purpose of attending or arranging a funeral.

Family is defined as mother, father, step-mother, step-father, husband, wife, sister, brother, children of the employee, mother-in-law, father-in-law, grandparents, step-children and foster children. Common-law marriages are considered for this contract, to have the same status as a formal marriage.

The employee must notify the Employer when such leave of absence is required. The allowance granted shall be based on consideration both to the geographic location and circumstances involved in the bereavement. Upon notification of Employer, the employee may have time off to attend the funeral of a brother-in-law, or sister-in-law, but such time shall be deducted from vacation entitlement or accrued banked overtime.

An employee, with the consent of the employer, may have up to five (5) additional day's bereavement leave in the case of death in the family. The additional time taken may be deducted from vacation entitlement or banked overtime or may be granted leave without pay.

One-half (1/2) day shall be granted without loss of pay to attend a funeral as a pallbearer, provided employee has approval of his supervisor.

4. Leave for Union Officers

Any employee who is elected or selected for a full time position with the Union, or anybody with which the Union is affiliated, or who is elected to public office shall be granted leave of absence without loss of seniority by the Employer for a period of one year. Such leave shall be renewed each year during their term of office. They shall retain their former position, upon return, if a vacancy exists or any other position if there is a vacancy and their seniority and qualifications permit. In any event they shall have the right to exercise their seniority among seasonal or non-permanent positions.

5. Maternity/Paternity Leave

Upon two (2) weeks written notice, if possible, leave of absence without pay and without loss of seniority shall be granted for pregnancy to the maximum in the Employment Standards Act and the Employment Insurance Act.

The employee returning to work after maternity leave shall provide the Employer with at least three (3) weeks' notice.

On return from maternity leave, the employee will be placed in a position consistent with the seniority provisions of this agreement.

6. General Leave

The Employer may grant leave of absence without pay and without loss of seniority to a maximum of six (6) months to any employee requesting such leave for good and sufficient cause, such request to be in writing and submitted to the Employer.

**ARTICLE 19: PAYMENT OF WAGES AND ALLOWANCES**

1. Pay Days

The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" of this agreement. Each employee shall be provided with an itemized statement of the employee's wages and deductions on each payslip.

2. Vacation Pay

Vacation pay will be paid as per the normal pay schedules of the Village.

3. Pay During Temporary Transfers

If an employee substitutes and performs the duties of a higher classification on any job for four (4) hours or more, in any one day during the absence of another employee, they shall receive the rate for the job or their regular rate, whichever is the greater for the day involved.

If during the Public Works Foreman's absence, the Labourer/Operator is required to make an emergency decision, they will be advanced to the Lead Hand classification for the time worked.

4. Standby Pay

An employee engaged on standby emergency duty shall receive pay at two (2) hours pay at time and one-half (1 ½) on the first day off and two (2) hours at double time on the employee's second day off. Additional hours shall be accordance with terms of this Agreement.

The Public Works Foreman is engaged on standby/emergency duty 24/7, in addition to the paragraph above, in recognition of the extra duties performed compensation will be outlined in Schedule "A" of this agreement.

**ARTICLE 20:       JOB CLASSIFICATION**

1. When any position not covered by Schedule "A" is established during the life of this agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree as to the classification and/or rate of pay of the job in question, such dispute shall be submitted to a Board of Arbitration and the majority report of the Board shall be final. The new rate shall become effective and retroactive to the time the position was first filled by an employee.

**ARTICLE 21:       BENEFITS**

1. Benefit Package

In January of each year the participating members of the benefit package will receive a report covering the current benefit package and any changes that may be anticipated or have taken place.

2. Municipal Pension Plan

An employee, who has completed their probationary period and meets the terms of the Pension Act, shall participate in the Municipal Pension Plan in accordance with the terms of the Plan.

3. Medical Services

The Employer shall contribute one hundred percent (100%) of the premium of the recognized medical plan for all full-time permanent employees assigned to a posted position.

4. Extended Health Coverage

The Employer will contribute for all regular employees assigned to a posted position one hundred percent (100%) of the Pacific Blue Cross Extended Health Insurance as provided in the U.B.C.M. Benefit Plan. The EHB coverage will include \$250/2 years for vision care for employees and dependents and \$500/5 years for hearing aids for employees.

The Employer shall contribute one hundred percent (100%) of the premium for the Extended Health Benefits Plan for all Full Time Permanent employees. Details of coverage shall be as per the UBCM Benefit Plan and Pacific Blue Cross policy agreements.

5. Dental Plan

For all regular employees assigned to a posted position the Employer will contribute one hundred percent (100%) of the premiums of the Pacific Blue Cross Dental Care Plan "A". This plan pays eighty percent (80%) basic, major nil.

Plan "B" coverage – 50% coverage and 100% Employer paid premiums

6. Group Life and Accidental Death & Dismemberment Benefits

Full Time permanent employees shall participate in a mutually agreeable group life and accidental death and dismemberment insurance policy with the Employer paying one hundred percent (100%) of the regular monthly premium. Benefits are taxable and details of the coverage are as per the UBCM Benefit Plan and the policy holder agreements.

7. Weekly Indemnity and Long Term Disability

a. Weekly Indemnity

Benefits commence on the first day of an accident or hospitalization for any reason, or fourth day of illness, and continue for 17 weeks as per the UBCM Benefit Plan and the Policy holder agreement.

b. Long Term Disability

Coverage: Benefits commence after 119 day elimination period.

Provision: Definition of Disability:

During the elimination period and the next twenty-four (24) months, the inability to perform their own occupation; thereafter, any occupation for which they are reasonably qualified.

c. Weekly Indemnity and Long Term Disability

Employer shall pay one hundred percent (100%) of the premiums for Weekly and Long Term Disability to all Full Time Employees. The benefits are taxable. Details of coverage are as per the UBCM Benefit Plan and the Policy Holder agreement.

**ARTICLE 22: GENERAL CONDITIONS**

1. Strike at Employer's Premises

In the event any other employees of the Employer engage in a strike or refusal to work, and place or maintain pickets at the Employer's premises, then any refusal to work or failure to cross such picket line by members of this Union shall not be considered a violation to this agreement. In consideration of the provisions of this section the Union agrees to man those essential services which are necessary to protect the health of the citizens, namely: water, sewer and fire suppression systems to work during a strike.

2. Bulletin Boards

The Employer shall provide suitable bulletin boards in the shop and Village Office upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

3. Instructional Courses

The Village of Clinton will institute a Voluntary Training Program whereby employees may choose to improve their abilities and opportunities for advancement which is to be approved by the Chief Administrative Officer. The Employee's costs to attend the initial training course will be covered by the Employer. Employee taking the course will be paid for normal days off spent taking the course and not covered for weekends or extra days outside regular hours for attending the course.

The exception will be for the Public Works staff shall be required to take the Water and Sewer Courses and all expenses will be borne by the Employer for the initial costs of the course and if the course is to be repeated the cost will be borne by the Employee. Should the Employee fail the initial course, the employer will provide the opportunity for the employee to repeat the course at their expense. When the employee provides their certification of passing the course the normal costs for taking the course will be refunded.

4. Boot and Clothing Allowance

Permanent full time Public Works employees shall receive an annual allowance of \$160.00 for the purchase of work boots. The Employer shall provide appropriate coveralls. The Employer shall provide, for the use in the sewer lagoon, appropriate boots and attire.

5. Safety Committee

A Safety Committee shall be set up as required by the provisions of the WorkSafe BC. The Employer and the Union shall each appoint two (2) members to this Committee. Meetings shall be held once each month during working hours.

It shall be the duty of all employees to report immediately to their foreman or the Employer, any unsafe working conditions or any situation which they think is unsafe. The employees and

the Employer have a responsibility to each other to maintain a tidy and safe work place. Complaints in regards to general safety conditions shall be reported to the Safety Committee.

6. Dirty Pay

Employees assigned to work in the sewer shall be paid their normal wage plus an extra \$.50 per hour for the time spent exposed to raw sewage.

7. Whenever possible an employee who intends to terminate their services with the Employer, shall give notice in writing to the Employer to the extent of seven (7) calendar days if employed by the hour, or thirty (30) calendar days, if employed by the month.

**ARTICLE 23: TECHNOLOGICAL CHANGE**

1. Any employee with three or more years' service who is displaced from their job by virtue of technological change or improvement will have the cooperation of the Village along with the Federal Government in providing opportunity for retraining and replacement. In such cases, the Village agrees to give notice of at least three (3) months or if this is not possible, pay in lieu of notice of one (1) month.

**ARTICLE 24: GENERAL**

1. Grant Funded Employees

The terms and conditions of this Agreement shall not apply to persons who may be employed under grants or subsidies arranged by the Employer with outside agencies with the consent of the Union. The Union agrees that such consent will not be unreasonably withheld. The Employer agrees that at no time shall people working under grants or subsidies arranged by the Employer cause a loss of wages, layoffs, or a delay of recall to a regular employee.

2. Student Employees

A high school or post secondary student hired during their normal vacation period shall be considered a casual employee for that period, and the Employer shall provide names and employment dates of such students to the Union. A Student rate of pay shall be established in Schedule "A" of the Agreement. Returning student employees will receive an additional \$.50 per hour for each additional year that they return to work with the Village of Clinton.

3. Change in Shift

It is agreed that to implement a change of shift at the Arena, the overtime premium will be waived providing the employee does not work more than 40 consecutive hours per week and is not scheduled to work more than five (5) consecutive days in a row.

4. Job Descriptions

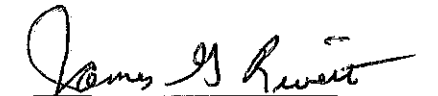
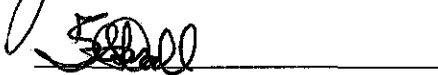
Job descriptions shall be reviewed and updated by parties annually.

**ARTICLE 25: TERM OF AGREEMENT**

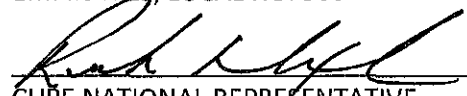
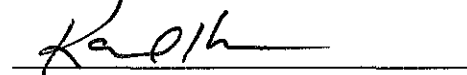
1. This agreement unless changed by mutual consent of both parties hereto, shall be in force and effect from and after the first (1) day of January, 2016 and up to and including thirty-first (31) day of December, 2018 and thereafter from year to year unless either party of this Agreement gives notice to commence collective bargaining in accordance with the Labour Code of British Columbia Act.

**IN WITNESS WHEREOF:** The parties hereto, by their authorized representatives have affixed their signatures on this 21<sup>st</sup> day of December 2015.

SIGNED ON BEHALF OF:  
THE VILLAGE OF CLINTON

  
\_\_\_\_\_  
MAYOR  
  
\_\_\_\_\_  
CORPORATE OFFICER

SIGNED ON BEHALF OF:  
THE CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL NO. 900

  
\_\_\_\_\_  
CUPE NATIONAL REPRESENTATIVE  
  
\_\_\_\_\_  
LOCAL 900 CLINTON REPRESENTATIVE

## SCHEDULE "A"

	2016	2017	2018
	<b>1.5%</b>	<b>1.5%</b>	<b>2.0%</b>
<u>Classification</u>			
Public Works Foreman	34.39	34.91	35.61
Lead Hand	30.53	30.99	31.61
Labourer/Operator	25.73	26.12	26.64
Arena Parks Operator	24.13	24.49	24.98
Labourer 1	23.76	24.12	24.60
Labourer 1 – Part Time	23.76	24.12	24.60
Office Assistant	23.76	24.12	24.60
Financial Clerk	23.76	24.12	24.60
Financial Clerk II	25.73	26.12	26.64
Casual/Temporary (Student)	13.52	13.72	13.99

A premium of \$1.00 per hour will be paid to a holder of a Water/Waste Water Certificate – Level 1

A further premium of \$1.00 per hour will be paid to a holder of a Water/Waste Water Certificate – Level 2

A further premium of \$1.00 per hour will be paid to a holder of a Water/Waste Water Certificate – Level 3

The Public Works Foreman performs extra duties outside of normal working hours through contact via cell phone and personal calls. In recognition of the importance of maintaining prompt service to both staff and the public the Public Works Foreman will be compensated an amount of \$50.00 per month.



# DEFINITIONS OF LABOUR CLASSIFICATIONS

## SCHEDULE "B"

### Public Works Foreman

The Foreman position includes planning, assigning and assisting in the work of employees engaged in all municipal work functions as required by the employer. The foreman should be familiar with the operation and maintenance of all equipment and machinery, buildings and property. The Foreman must hold the appropriate water and sewer certification. The Foreman position includes the operation and maintenance of the water and sewer systems and all testing and recording of information as required. The Foreman must hold necessary licences and certificates to operate equipment and machinery along with basic mapping, surveying and updating of municipal drawings.

The Public Works Foreman shall supervise all employees within the Public Works Department and shall be responsible for all their actions and behaviour at all times during their required working day.

The Public Works Foreman shall be involved in strategic planning and budget process when required and will perform any other duties as assigned by the Chief Administrative Officer.

### Lead Hand

In the absence of the Public Works Foreman, performs duties normally assigned to the Public Works Foreman along with their normal Labourer/Operator duties.

### Labourer/Operator

To perform all labour functions assigned by their supervisor. The Labour/Operator position includes operation, maintenance and upkeep of all equipment and machinery. The employee must hold necessary licences and certificates required to operate equipment and machinery, and having a minimum of Level One certification for the water and sewer systems. This position will perform any other duties as requested by the Public Works Foreman and/or the Chief Administrative Officer.

The position will be required to perform the requirements of the Labourer 1 position.

### Arenas/Parks Operator

Under the direction of their supervisor, this position will be required to perform a variety of general and specific duties in the operating and servicing of equipment, maintenance tasks related to facilities, grounds and equipment. This position should be working towards certification of the water and sewer systems. This position will perform any other duties as requested by the Public Works Foreman and/or the Chief Administrative Officer

### Labourer I (Full Time or Part-Time)

To perform all labour functions assigned by their supervisor. This is a training position to acquire the skills for the Arenas/Parks Operator and Labourer/Operator positions and upon satisfactory completion of the training period, the employee may advance to Arenas/Parks Operator and then to the Labour/Operator position subject to acquiring licences, certificates and skills. This position should be working towards certification of the water and sewer systems. This position will perform any other duties as requested by the Public Works Foreman and/or the Chief Administrative Officer

Finance Clerk 1

This position will perform the duties assigned by the Chief Financial Officer and/or the Chief Administrative Officer. The primary focus of the Finance Clerk 1 position is to provide accounting support services for the organization and manage the flow of documents and transactions. The Finance Clerk 1 shall maintain the Village's accounts payable, accounts receivable, utilities, business licenses, property tax and cash receipting systems. To process payments and payroll in a timely manner according to the approved procedures, policies and agreements established. The Finance Clerk 1 shall provide these financial and accounting services in an effective and efficient manner to ensure the Village's finances are accurate and up-to-date, that suppliers are paid within established time limits and that staff are paid in a timely, accurate and appropriate manner according to the collective agreement and BC labour laws.

Finance Clerk 2

This position will perform the duties assigned by the Chief Financial Officer and/or the Chief Administrative Officer. The primary focus of the Finance Clerk 2 shall be responsible for a variety of technical accounting works at an intermediate and senior level within the Finance department, including the preparation of financial reports, assisting with budget and municipal audit, financial monitoring, research, analysis and reconciliations. The Finance Clerk 2 position shall perform all duties associated with property tax, utility, business license levies, including the calculation, billings, collection and payment of all authorities. The position exercises independence and professional analysis within the guidelines of established accounting system practices and municipal standards. The Chief Financial Officer in consultation with the Chief Administration Officer will determine when the Finance Clerk 1 position can be promoted to this position.

The position will be required to perform the requirements of the Finance Clerk 1 position.

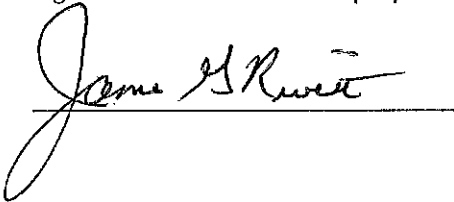
Office Assistance

This position may be a Part Time Causal and/or Full Time position and will perform the duties of answering customer inquiries, dealing with correspondence (mail, email, internet web material, etc.), filing, agendas, special projects and any other duties as requested by the Corporate Officer and/or Chief Administrative Officer.

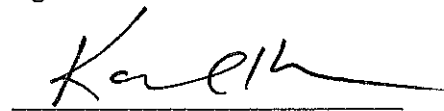
Casual/Temporary/Student Labourer

The position will perform miscellaneous duties as assigned by their supervisor. Duties shall be any function normally carried out by a labourer in the bargaining unit when they are hired for a position in the Public Works Department. The duties shall be any function normally carried out by an office staff member within the bargaining unit when they are hired for a position in the Village Office. This position may be part time (minimum 4 hours per day) or full time position with a firm start and completion date.

Signed on behalf of the Employer



Signed on behalf of the Union



DATED: December 21, 2015

**MEMORANDUM BETWEEN VILLAGE/PIONEER CEMETERY COMMITTEE/CUPE  
SCHEDULE "C"**

**MEMORANDUM OF UNDERSTANDING**

**Between the**

**Village of Clinton**

**(Village)**

**AND**

**Village of Clinton Pioneer Cemetery Committee  
(Committee)**

**AND**

**Canadian Union of Public Employees, Local No. 900  
(Union)**

The Village of Clinton Council created the Village of Clinton Pioneer Cemetery Committee to ensure community representation in the development and management of the Clinton Pioneer Cemetery.

The purpose of the Memorandum of Understanding (MOU) is to ensure the Village (staff); CUPE and Council (Pioneer Cemetery Committee) have a clear direction of the responsibilities of all parties in the maintenance of the Pioneer Cemetery

The Village of Clinton and CUPE has agreed to partner on this project as long as the Clinton Pioneer Cemetery Committee remains as a committee of Council.

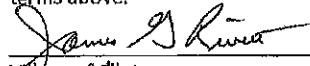
1. Both parties agree as follows:
  - a. The Clinton Pioneer Cemetery does not have to be a green cemetery and should reflect the natural environment as much as possible
  - b. The trees, shrubs and bushes on the property should be maintained as they form part of the history of the cemetery
  - c. The cemetery will not have full burials on site and only cremated remains on existing graves will be accepted, as per the Village of Clinton Pioneer Cemetery Bylaw No. 522, 2015.
2. The Village of Clinton is responsible for all functions in the operations of the Clinton Pioneer Cemetery. The Village of Clinton, however, recognizes and acknowledges the interests and intend of the Clinton Pioneer Cemetery Committee and will endeavor to work cooperatively with the Committee in all aspects of the ongoing repairs and maintenance of the site.

**MEMORANDUM BETWEEN VILLAGE/PIONEER CEMETERY COMMITTEE/CUPE  
SCHEDULE "C" CON'T**


3. It is agreed that The Clinton Pioneer Cemetery Committee shall:
- a. Host a maximum of three (3) major clean up days per year
  - b. If other clean up or demonstrations are required the Village will receive at least 2 days notice and will require approval of the Public Works Foreman and/ or Union Rep before the event can commence
  - c. Provide the Village with recommendations for major repairs and maintenance of the property
  - d. Report any major incidents or damages to the site
  - e. Report to the Village when fuel and repairs are required for equipment on site
  - f. Provide advice for improvements including signage for the site
  - g. Provide advance notice and meet with the Public Works Foreman and/or CAO before commencement of the clean up days

Should at any time any party wish to terminate their part of the agreement they will do so by providing 15 days notice in writing.

The Village of Clinton and CUPE have reviewed the Memorandum of Understanding and agree to the terms above:

  
\_\_\_\_\_  
Village of Clinton

July 15/15  
DATE

  
\_\_\_\_\_  
Clinton Pioneer Cemetery Committee

July 15/15  
DATE

  
\_\_\_\_\_  
CUPE Union Representative

July 14/15  
DATE